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PROTECTIVE COVENANTS

1. These covenants shall run with the land and shall be binding upon all present and future owners of all or any part of the following described property (the "Property"):

That part of the Southeast quarter of the Southeast quarter of Section 24, Township 16 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the Northeast corner of the South 1/2 of the Southeast quarter of said Section 24; thence S89° 58' 58"W (and assumed bearing) for 102.90 feet along the North line of the South 1/2 of the Southeast quarter of said Section 24 to the West right-of-way line of Highway 31 and the TRUE POINT OF BEGINNING; thence S1° 47' 46"E for 515.87 feet along the West right-of-way line of said Highway 31; thence S89° 57' 19"W for 346.67 feet; thence N63° 39' 44"W for 67.64 feet; thence N0° 00' 00"E for 476.03 feet; thence N89° 24' 12"E for 60.50 feet; thence N0° 56' 32"E for 9.12 feet to the North line of the South 1/2 of the Southeast quarter of said Section 24; thence N89° 58' 58"E for 330.47 feet along said North line to the TRUE POINT OF BEGINNING. Contains 4.69 acres.

2. These covenants are for the benefit of the described adjoining property (the "Adjoining Property"):

The South 1/2 of the Se-1/4 of Section 24, in Township 16 North, Range 10, East of the 6th P.M., except that part taken for highway, in the City of Omaha, in Douglas County, Nebraska since July 25, 1969 at 8:00 A.M. to date hereof.

3. Violation or threatened or attempted violation of any of these covenants by the present or future owners or users of the Property shall give to and vest in any other owner or owners of any part of said Adjoining Property the right to bring and prosecute any and all suits, actions and proceedings at law or in equity to prevent and restrain such violation or threatened or attempted violation, to recover damages therefor, and to seek and recover such other relief and remedies as law or equity allows.

4. Invalidation of any one or more of these covenants by final order of any court of competent jurisdiction shall not affect the validity and enforceability of the other covenants herein contained.

5. Said Property shall be used only for single-family residential purposes, and no structures of any kind shall be erected, altered, placed or permitted to remain on any part of the said Property, other than single-family dwellings not less than one story in height together with accessory outbuildings for residential use. There must be erected a private garage providing enclosed space for not less than two automobiles (each automobile space to be a minimum size of 10 feet by 20 feet).

6. Except as hereinafter provided, no buildings shall be erected, located or permitted to remain:

- (a) Nearer to the front lot line than 75 feet.
- (b) Nearer than 75 feet to the rear lot line.
- (c) Nearer than 75 feet to the side lines of any lot.
- (d) The foregoing restrictions may be waived in whole or in part by Mark A. Palmer and Debra S. Palmer ("Palmer"), or their designee, if they, in their sole discretion, determine that it is necessary or advisable to do so.

7. No outside above-ground or uncovered trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any of the said real estate. Septic tank systems shall comply with all rules and regulations of the Douglas County Health Department or other applicable regulatory agency. No noxious or offensive activities shall be carried on or upon any part of said Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to other owners or occupants of the Adjoining Property. No trailer, basement, basement house, tent, shack, barn or other out-buildings erected on the Property shall at any time be used as a residence temporarily or permanently. No structure of a temporary character shall be used as a residence. No building constructed in another area or addition may be moved on to or permitted to remain on any of this Property. No animals, livestock or poultry of any kind shall be raised, brought or kept on said Property, except that dogs, cats or other household pets and up to six (6) riding horses or ponies are permitted, provided, no animals shall be kept, bred, maintained or kenneled for any commercial purpose. No owner or occupant of the Property shall maintain any split-hoof farm animal on the premises at any time except that three calves may be maintained on the premises upon receiving the prior written approval of Palmer or their designee. All buildings, outbuildings, structures and improvements shall be properly maintained at all times. No noxious weeds shall be permitted and an appropriate eradication program therefor shall be maintained. Grass or cover crops shall be maintained on all land and all weeds, grass and cover crops shall be mowed regularly and weeds shall not be

